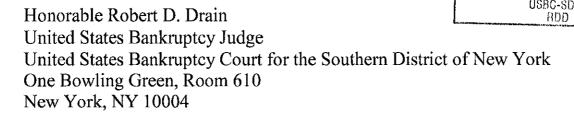
## Korten Quality Systems, LTD.

P.O. Box 454 Romeo, MI 48065 Phone 586-752-6255 Fax 586-752-6370

March 8, 2007



Dear Honorable Judge Drain:

I am filing a disagreement with the notice of objection (copy enclosed) as follows:

<u>Title of claims objection:</u> Notice of Objection to Claim, Delphi Corporation, et al., Chapter 11, Claim number 05-44481 (RDD)

Name of claimant: Korten Quality Systems, Ltd. (Korten)

<u>Description of basis for claim:</u> Korten provided local warehousing and distribution services for product manufactured in Shanghai, China and Saltillo, Mexico. Korten continues to provide these services presently. In addition, on an "as needed" basis, Korten provided sorting, inspection, washing and repackaging services.

Reasons claim should not be disallowed: Korten provided the services as indicated. Korten has a valid purchase orders for same. (copies enclosed). The attached spread sheet print outs show the dates and associated ASN numbers indicating shipment. Korten does not send paper invoices. Korten provided the services indicated, was paid for the services prior to the filing, and is being paid for the same services presently. If the reason for the objection is because the claim was filed under Delphi Corp. instead of Delphi Automotive Systems, LLC I included complete claims for both with this correspondence.

# **<u>Documentation:</u>** Enclosed with this correspondence are the following:

- 1) A detailed listing in spread sheet format of all shipments evidencing services rendered with associated ASN numbers.
- 2) Copies of relevant purchase orders.
- 3) Completed claim forms for both Delphi Corp. et al. and Dephi Automotive Systems, LLC.
- 4) A copy of the Notice Of Objection To Claim

**Contingent Claim:** This is not a contingent claim.

Mailing Address of Debtor: The correct mailing address for the debtor is as follows:

U.S. Mail:

Korten Quality Systems, Ltd. P.O. Box 454 Romeo, MI 48065

Physical Address for Courier Other Than U.S. Mail:

Korten Quality Systems, Ltd. 69210 Powell Road Armada, MI 48005

If you need additional information, please contact me.

Sincerely,

William Scully, Controller

CC: Delphi Corporation Attn: General Counsel Skadden, Arps, Slate, Meagher, and Flom, LLP

UNITED STATES BANKRUPTCY COU SOUTHERN DISTRICT OF NEW YORK			
			FEB 2 6 2007
	X		
In re	:	Chapter 11	
DELPHI CORPORATION, et al.,	; ;	Case No. 05-44481 (RDD)	
Debtors.	:	(Jointly Administered)	
	; x		

## NOTICE OF OBJECTION TO CLAIM

Korten Quality Systems Ltd:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date	Claim	Asserted Claim	Basis For Treatment		atment Of Cla	im
Filed	Number	Amount <sup>1</sup>	Objection	Modified Debtor	Modified Amount	Modified Nature
5/1/2006	3640	\$47,083.50	Claims Subject to Modification	05-44640	\$46,673.70	General Unsecured

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on <a href="https://www.delphidocket.com">www.delphidocket.com</a>. If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

<sup>&</sup>lt;sup>1</sup> Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

ORDER IS INCLUDED HEREWITH. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

CORTEN QUALITY SYSTEMS LTI ACCOUNTS PAYABLE PO BOX 454

Service Date	Invoice Number	ASN Number	Amount		
3/4/2005	KQS1029130	129420	\$	43.20	
3/31/2005	KQS1029379	129848	\$	216.00	
8/12/2005	KQS1031812	132513	\$	11.10	
8/19/2005	KQS1031996	132677	\$	216.00	
8/31/2005	KQS1032138	132911	\$	334.80	
9/1/2005	KQS1032080	132936	\$	12.00	
9/1/2005	KQS1032324	132915	\$	216.00	
9/1/2005	KQS1032325	132916	\$	410.40	
9/1/2005	KQS1032326	132937	\$	216.00	
9/1/2005	KQS1032327	132939	\$	410.40	
9/1/2005	KQS1032328	132941	\$	216.00	
9/2/2005	KQS1032329	132942	\$	216.00	
9/2/2005	KQS1032330	132945	\$	410.40	
9/2/2005	KQS1032331	132956	\$	216.00	
9/2/2005	KQS1032332	132960	\$	410.40	
9/2/2005	KQS1032333	132965	\$	216.00	
9/6/2005	KQS1032334	132968	\$	216.00	
9/6/2005	KQS1032335	132971	\$	410.40	
9/6/2005	KQS1032336	132985	\$	216,00	
9/6/2005	KQS1032337	132989	\$	216.00	
9/6/2005	KQS1032338	132990	\$	410.40	
9/6/2005	KQS1032339	132991	\$	205.20	
9/6/2005	KQS1032340	132998	\$	216.00	
9/7/2005	KQS1032323	133022	\$	129.60	
9/7/2005	KQS1032341	132999	\$	216.00	
9/7/2005	KQS1032342	133000	\$	410.40	
9/7/2005	KQS1032343	133009	\$	216.00	
9/7/2005	KQS1032344	133010	\$	216.00	
9/7/2005	KQS1032345	133019	\$	410.40	
9/7/2005	KQS1032346	133020	\$	216.00	
9/7/2005	KQS1032347	133030	\$	216.00	
9/8/2005	KQS1032348	133032	\$	216.00	
9/8/2005	KQS1032349	133033	\$	410.40	
9/8/2005	KQS1032350	133047	\$	216.00	
9/8/2005	KQS1032351	133060	\$	410.40	
9/8/2005	KQS1032352	133061	\$	216.00	
9/8/2005	KQS1032353	133062	\$	216.00	
9/9/2005	KQS1032354	133067	\$	410.40	
9/9/2005	KQS1032355	133068	\$	216.00	
9/9/2005	KQS1032356	133078	\$	216.00	
9/9/2005	KQS1032357	133086	\$	216.00	
9/9/2005	KQS1032358	133091	\$	410.40	
9/12/2005	KQS1032359	133093	\$	216.00	

Service				
Date	Invoice Number	ASN Number		Amount
9/12/2005	KQS1032360	133094	\$	410.40
9/12/2005	KQS1032361	133105	\$	216.00
9/12/2005	KQS1032362	133120	\$	216.00
9/12/2005	KQS1032363	133123	\$	410.40
9/12/2005	KQS1032364	133127	\$	216.00
9/13/2005	KQS1032365	133128	\$	216.00
9/13/2005	KQS1032366	133129	\$	410.40
9/13/2005	KQS1032367	133143	\$	216.00
9/13/2005	KQS1032368	133149	\$	410.40
9/13/2005	KQS1032369	133152	\$	216.00
9/13/2005	KQS1032750	133156	\$	216.00
9/14/2005	KQS1032370	133155	\$	150.60
9/14/2005	KQS1032371	133159	\$	216.00
9/14/2005	KQS1032372	133170	\$	216.00
9/14/2005	KQS1032373	133178	\$	410.40
9/14/2005	KQS1032374	133184	\$	216.00
9/14/2005	KQS1032375	133186	\$	216.00
9/15/2005	KQS1032376	133187	\$	216.00
9/15/2005	KQS1032377	133188	\$	410.40
9/15/2005	KQS1032378	133196	\$	216.00
9/15/2005	KQS1032379	133208	\$	410.40
9/15/2005	KQS1032380	133213	\$	410.40
9/15/2005	KQS1032381	133218	\$	216.00
9/15/2005	KQS1032382	133227	\$	216.00
9/16/2005	KQS1032383	133228	\$ \$	216.00
9/16/2005	KQS1032384	133233	\$	410.40
9/16/2005	KQS1032507	133239	\$	216.00
9/16/2005	KQS1032508	133244	\$	410.40
9/16/2005	KQS1032509	133246	\$	216.00
9/19/2005	KQS1032510	133248	\$	216.00
9/19/2005	KQS1032511	133253	\$	410.40
9/19/2005	KQS1032512	133266	\$	216.00
9/19/2005	KQS1032513	133270	\$	410.40
9/19/2005	KQS1032514	133272	\$	410.40
9/19/2005	KQS1032515	133274	\$	216.00
9/19/2005	KQS1032516	133275	\$	216.00
9/20/2005	KQS1032517	133278	\$	216.00
9/20/2005	KQS1032518	133279	\$	410.40
9/20/2005	KQS1032519	133290	\$	216.00
9/20/2005	KQS1032520	133296	\$	410.40
9/20/2005	KQS1032521	133300	\$ \$ \$	216.00
9/20/2005	KQS1032522	133301	\$ \$	216.00
9/21/2005	KQ\$1032523	133303		216.00
9/21/2005	KQS1032524	133305	\$	410.40

Service				
Date	Invoice Number	ASN Number		Amount
9/21/2005	KQS1032525	133317	\$	216.00
9/21/2005	KQS1032526	133323	\$	216.00
9/21/2005	KQS1032527	133327	\$	410.40
9/21/2005	KQS1032529	133332	\$	216.00
9/21/2005	KQS1032530	133334	\$	216.00
9/22/2005	KQS1032531	133340	\$	410.40
9/22/2005	KQS1032532	133341	\$	216.00
9/22/2005	KQS1032533	133349	\$	216.00
9/22/2005	KQS1032534	133354	\$	216.00
9/22/2005	KQS1032535	133355	\$	410.40
9/22/2005	KQS1032536	133356	\$ \$	216.00
9/22/2005	KQS1032537	133358	\$	216.00
9/23/2005	KQS1032538	133360	\$	410.40
9/23/2005	KQS1032539	133362	\$	216.00
9/23/2005	KQS1032540	133374	\$	216.00
9/23/2005	KQS1032541	133379	\$	410.40
9/23/2005	KQS1032542	133384	\$	216.00
9/23/2005	KQS1032543	133386	\$	108.00
9/26/2005	KQS1032544	133388	\$	216.00
9/26/2005	KQS1032545	133393	\$	410,40
9/26/2005	KQS1032546	133400	\$	216.00
9/26/2005	KQS1032547	133406	\$	216.00
9/26/2005	KQS1032548	133409	\$	410.40
9/26/2005	KQS1032549	133410	\$	410.40
9/26/2005	KQS1032550	133413	\$	216.00
9/26/2005	KQS1032551	133414	\$	216.00
9/27/2005	KQS1032552	133416	\$	205.20
9/27/2005	KQS1032553	133418	\$	410.40
9/27/2005	KQS1032554	133426	\$	216.00
9/27/2005	KQS1032555	133434	\$	216.00
9/27/2005	KQS1032556	133437	\$	410.40
9/27/2005	KQS1032557	133438	\$	108.00
9/27/2005	KQS1032558	133439	\$	216.00
9/27/2005	KQS1032559	133441	\$	216.00
9/28/2005	KQS1032560	133443	\$	216.00
9/28/2005	KQS1032561	133446	\$	10.80
9/28/2005	KQS1032562	133447	\$	410.40
9/28/2005	KQS1032563	133454	\$	216.00
9/28/2005	KQS1032564	133461	\$	216.00
9/28/2005	KQS1032565	133465	\$	216.00
9/29/2005	KQS1032566	133467	\$	216.00
9/29/2005	KQS1032567	133469	\$	410.40
9/29/2005	KQS1032687	133482	\$	216.00
9/29/2005	KQS1032688	133490	\$	216.00

Service		A ONI Ni wasin na		A was as such
Date Date	Invoice Number	ASN Number		Amount
9/29/2005	KQS1032689	133491	\$	410.40
9/29/2005	KQS1032691	133495	\$	216.00
9/29/2005	KQS1032692	133496	\$	216.00
9/30/2005	KQS1032662	133510	\$	216.00
9/30/2005	KQS1032690	133493	\$	410.40
9/30/2005	KQS1032693	133497	\$	216.00
9/30/2005	KQS1032694	133519	\$	410.40
9/30/2005	KQS1032695	133525	\$	118.80
9/30/2005	KQS1032696	133527	\$	216.00
10/3/2005	KQS1032756	133528	\$	410.40
10/3/2005	KQS1032757	133530	\$	216.00
10/3/2005	KQS1032758	133540	\$	216.00
10/3/2005	KQS1032759	133551	\$	410.40
10/3/2005	KQS1032760	133552	\$	216.00
10/3/2005	KQS1032761	133549	\$	108.00
10/3/2005	KQS1032762	133554	\$	216.00
10/3/2005	KQS1032763	133555	\$	216.00
10/4/2005	KQS1032764	133556	\$	216.00
10/4/2005	KQS1032765	133560	\$	410.40
10/4/2005	KQS1032766	133570	\$	216.00
10/4/2005	KQS1032767	133577	\$	216.00
10/4/2005	KQS1032768	133579	\$	410.40
10/4/2005	KQ\$1032769	133582	\$	216.00
10/4/2005	KQS1032770	133584	\$	302.40
10/4/2005	KQS1032771	133586	\$	216.00
10/5/2005	KQS1032772	133587	\$	216.00
10/5/2005	KQS1032773	133588	\$	410.40
10/5/2005	KQS1032774	133601	\$	216.00
10/5/2005	KQS1032775	133609	\$	410.40
10/5/2005	KQS1032776	133610	\$	216.00
10/5/2005	KQS1032778	133624	\$	216.00
10/6/2005	KQS1032779	133627	\$	216.00
10/6/2005	KQS1032780	133629	\$	410.40
10/6/2005	KQ\$1032781	133641	\$	216.00
10/6/2005	KQS1032744	133644	\$	216.00
10/6/2005	KQS1032782	133645	\$	410.40
10/6/2005	KQS1032783	133646	\$	216.00
10/6/2005	KQS1032784	133648	\$	216.00
10/7/2005	KQS1032785	133652	\$	216.00
10/7/2005	KQS1032786	133653	\$	410.40
10/7/2005	KQ\$1032787	133662	\$	216.00
10/7/2005	KQS1032788	133665	\$	10.80
10/7/2005	KQS1032789	133668	\$	410.40
10/7/2005	KQS1032790	133671	\$	216.00
10///2003	1/40 10021 00	100071	Ψ	210.00

Service				
Date	Invoice Number	ASN Number		Mount
10/7/2005	KQS1032791	133676	\$	216.00
10/7/2005	KQS1032789	133668	\$	145.80
12/16/2003	KQS1021642	122066	\$	24.00
12/19/2003	KQS1021683	122122	\$	60.75
12/22/2003	KQS1021825	122145	\$	24.00
1/6/2004	KQS1021956	122198	\$	24.00
1/7/2004	KQS1021958	122217	\$	24.00
1/8/2004	KQS1021960	122232	\$	24.00
1/12/2004	KQS1021962	122266	\$	72.00
1/14/2004	KQS1021964	122294	\$	48.00
1/15/2004	KQS1021966	122321	\$	24.00
1/20/2004	KQS1022040	122355	\$	22.50
1/21/2004	KQS1022043	122360	\$	48.00
2/10/2004	KQS1022345	122670	\$ \$ \$	24.75
2/23/2004	KQS1022382	122822	\$	70.50
2/25/2004	KQS1022502	122868	\$	97.50
2/26/2004	KQS1022504	122895	\$	72.00
3/1/2004	KQS1022796	122940	\$	49.50
3/3/2004	KQS1022797	122970	\$	70.50
3/5/2004	KQS1022799	123014	\$	72.00
3/15/2004	KQS1022889	123153	\$	48.00
3/31/2004	KQS1023070	123444	\$	48.75
6/3/2004	KQS1024282	124500	\$	48.00
6/29/2004	KQS1024541	124941	\$	48.75
7/2/2004	KQS1024703	125019	\$	72.00
7/21/2004	KQS1024924	125169	\$	48.00
7/27/2004	KQS1024932	125252	\$	48.00
7/28/2004	KQS1024936	125283	\$	48.00
8/4/2004	KQS1025623	125391	\$	72.00
8/10/2004	KQS1025633	125505	\$	48.00
10/7/2004	KQS1026388	126692	\$	24.00
1/31/2005	KQS1028368	128859	\$	22.40
3/31/2005	KQS1029317	129840	\$	22.40
4/7/2005	KQS1029511	129998	\$	44.80
4/8/2005	KQS1029512	130018	\$	38.50
4/13/2005	KQS1029517	130109	\$	44.10
4/14/2005	KQS1029965	130131	\$	46.20
4/15/2005	KQS1029784	130163	\$	23.80
4/20/2005	KQS1029788	130229	\$	42.00
4/21/2005	KQS1029790	130256	\$	44.80
4/26/2005	KQS1029798	130331	\$	46.20
4/29/2005	KQS1029870	130413	\$	65.80
5/4/2005	KQS1030109	130499	\$	44.80
5/9/2005	KQS1030116	130618	\$	43.40

Service				
Date	Invoice Number	ASN Number		Amount
5/11/2005	KQS1030119	130670	\$	43.40
5/16/2005	KQS1030233	130759	\$	48.30
5/18/2005	KQS1030285	130806	\$	44.80
5/19/2005	KQS1030468	130629	\$	23.10
5/23/2005	KQS1030474	130892	\$	44.10
5/24/2005	KQS1030477	130909	\$	20.30
5/25/2005	KQS1030480	130944	\$	22.40
5/26/2005	KQS1030483	130971	\$	22.40
6/2/2005	KQS1030687	131057	\$	44.80
6/8/2005	KQS1030690	131188	\$	44.80
6/9/2005	KQS1030691	131222	\$	22.40
6/13/2005	KQS1030692	131283	\$	22.40
6/21/2005	KQS1030926	131432	\$	22.40
6/23/2005	KQS1030939	131489	\$	21.70
6/28/2005	KQS1031060	131572	\$	22.40
7/1/2005	KQS1031264	131656	\$	22.40
7/18/2005	KQS1031283	131758	\$	44.80
7/21/2005	KQS1031287	132046	\$	22.40
7/26/2005	KQS1031465	132126	\$	22.40
8/2/2005	KQS1031633	132271	\$	43.40
8/4/2005	KQS1031637	132340	\$	22.40
8/8/2005	KQS1031828	132423	\$ \$ \$	23.80
8/11/2005	KQS1031834	132505	\$	20.30
8/12/2005	KQS1031835	132533	\$	22.40
8/16/2005	KQS1031844	132593	\$	22.40
8/18/2005	KQS1031848	132636	\$	22.40
8/23/2005	KQS1031982	132733	\$	44.80
8/25/2005	KQS1031938	132786	\$	22.40
8/26/2005	KQS1032033	132813	\$	22.40
9/6/2005	KQS1032275	132980	\$	49.70
9/8/2005	KQS1032282	133054	\$	16.80
9/12/2005	KQS1032289	133109	\$	22.40
9/13/2005	KQS1032292	133148	\$	22.40
9/15/2005	KQS1032296	133204	\$	22.40
9/19/2005	KQS1032697	133264	\$	22.40
9/22/2005	KQS1032707	133353	\$	22.40
9/26/2005	KQS1032710	133402	\$	22.40
9/27/2005	KQS1032716	133427	\$	22.40
9/29/2005	KQS1032753	133483	\$	22.40
10/3/2005	KQS1032794	133547	\$	22.40
10/4/2005	KQS1032795	133573	\$	22.40
10/6/2005	KQS1032796	133636	\$	22.40
10/7/2005	KQS1032952	133721	\$	44.80
		TOTAL CLAIM	\$	50,224.30

United States Bankruptcy Court Southern D	DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor Automotive Systems, LLC	Case Number 05.44640 4 05-44481	
NOTE: This form should not be used to make a claim for an administrative of the case. A "request" for payment of an administrative expense may be fil	expense arising after the commencement ed pursuant to 11 U.S.C. § 503.	
Name of Creditor (The person or other entity to whom the debtor owes money or property):  HOYHO Quality Systems Ltd	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving	
Name and address where notices should be sent:  Korth Quality Systems  TO Box 454  Romeo MZ 48065  Telephone number: S86-750-60 SS	particulars.  Check box if you have never received any notices from the bankruptcy court in this case.  Check box if the address differs from the address on the envelope sent to you by the court.	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies debtor:	Check here ☐ replaces if this claim a previously ☐ amends	r filed claim, dated:
	Retiree benefits as defined in 11 U Wages, salaries, and compensation Last four digits of SS #: Unpaid compensation for services fromto	(fill out below)
2. Date debt was incurred:	3. If court judgment, date obtained	
4. Total Amount of Claim at Time Case Filed: \$ 50224.30 (unsecured)  If all or part of your claim is secured or entitled to priority, also comp  Check this box if claim includes interest or other charges in addition to interest or additional charges.	(secured) (prior lete Item 5 or 7 below.	•
5. Secured Claim.  Check this box if your claim is secured by collateral (including a	7. Unsecured Priority Claim.  □ Check this box if you have an unsecured.	ecured priority claim
right of setoff).  Brief Description of Collateral:  Real Estate	days before filing of the bankt debtor's business, whichever is	
Value of Collateral: \$  Amount of arrearage and other charges at time case filed included in secured claim, if any: \$	Up to \$2,225* of deposits tow property or services for person \$ 507(a)(6).	benefit plan - 11 U.S.C. § 507(a)(4). ard purchase, lease, or rental of al, family, or household use - 11 U.S.C.
6. Unsecured Nonpriority Claim s 50224.30  Check this box if: a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it, or	or child - 11 U.S.C. § 507(a)(7  Taxes or penalties owed to gov  Other - Specify applicable para  *Amounts are subject to adjustment on	nort owed to a spouse, former spouse, ).  vernmental units-11 U.S.C. § 507(a)(8). agraph of 11 U.S.C. § 507(a)(). 4/1/07 and every 3 years thereafter with after the date of adjustment. \$10,000 and
if c) none or only part of your claim is entitled to priority.  8. Credits: The amount of all payments on this claim has been credited as	180-day limits apply to cases filed	on or after 4/20/05. Pub. L. 109-8.  This Space is for Court Use Only
this proof of claim.  9. Supporting Documents: Attach copies of supporting documents, so orders, invoices, itemized statements of running accounts, contracts, court juggreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL not available, explain. If the documents are voluminous, attach a summary.  10. Date-Stamped Copy: To receive an acknowledgment of the filing of the statement of the filing of the statement of the filing of the statement of the s	such as promissory notes, purchase udgments, mortgages, security L DOCUMENTS. If the documents are	
addressed envelope and copy of this proof of claim.  Date  Sign and print the name and title, if any, of the cred this claim (attach copy of pover of attorney, if any)	itor or other person authorized to file	

FORM B10 (Official Form 10) (04/04)

# Instructions for Proof of Claim Form

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

## — DEFINITIONS —

#### Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

#### Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

#### **Proof of Claim**

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

### Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim.*)

#### **Unsecured Claim**

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

#### **Unsecured Priority Claim**

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims.

# Items to be completed in Proof of Claim form (if not already filled in)

#### Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

#### Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

#### 1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

#### 2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

### 3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

## 4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

#### 5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

#### 6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount not entitled to priority.

#### 7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

#### 8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

#### 9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

FORM B10 (Official Form 10) (04/05)	K in a Maria	DDOOL OF CLAIM
United States Bankruptcy Court Southlyn I	DISTRICT OF NEW YORK	PROOF OF CLAIM
Name of Debtor COV POVATION	Case Number 05 444 670 %	
NOTE: This form should not be used to make a claim for an administrative of the case. A "request" for payment of an administrative expense may be fi	filed pursuant to 11 0.5.c. § 505.	
horten Quality Systems	<ul> <li>□ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</li> <li>□ Check box if you have never received any notices from the bankruptcy court in this case.</li> <li>□ Check box if the address differs</li> <li>□ Check box if the address differs</li> </ul>	
Romeo mt 48065 Telephone number: (586) 752-6255	from the address on the envelope sent to you by the court.	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies debtor:	Check here ☐ replaces if this claim ☐ amends	filed claim, dated:
1. Basis for Claim		0.05.0.1114/.5
Goods Sold / Services Performed  Customer Claim Taxes Money Loaned Personal Injury Other	Retiree benefits as defined in 11 U. Wages, salaries, and compensation Last four digits of SS #: Unpaid compensation for services from	(fill out below) performed
	3. If court judgment, date obtained	
2. Date debt was incurred. 3.1.05 - 10.11.05		
4. Total Amount of Claim at Time Case Filed: \$ 50224.30 (unsecured	O (secured) (prior	rity) (Total)
If all or part of your claim is secured or entitled to priority, also com  Check this box if claim includes interest or other charges in addition interest or additional charges.	to the principal amount of the claim. Atta	,
5. Secured Claim.  Check this box if your claim is secured by collateral (including a right of setoff).  Brief Description of Collateral:  Real Estate  Other  Value of Collateral:  \$	days before filing of the bankn debtor's business, whichever is Contributions to an employee b	ns (up to \$10,000),* earned within 180 ruptcy petition or cessation of the carlier - 11 U.S.C. § 507(a)(3). benefit plan - 11 U.S.C. § 507(a)(4).
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$	property or services for persons § 507(a)(6).  Alimony, maintenance, or supp	ard purchase, lease, or rental of al, family, or household use - 11 U.S.C. port owed to a spouse, former spouse,
6. Unsecured Nonpriority Claim \$50224.30	or child - 11 U.S.C. § 507(a)(7  Taxes or penalties owed to gov  Other - Specify applicable pare	7). vernmental units-11 U.S.C. § 507(a)(8). agraph of 11 U.S.C. § 507(a)(). 4/1/07 and every 3 years thereafter with
claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.	respect to cases commenced on or 180-day limits apply to cases filed o	after the date of adjustment. \$10,000 and on or after 4/20/05. Pub. L. 109-8.
<ol> <li>8. Credits: The amount of all payments on this claim has been credited this proof of claim.</li> <li>9. Supporting Documents: Attach copies of supporting documents orders, invoices, itemized statements of running accounts, contracts, couragreements, and evidence of perfection of lien. DO NOT SEND ORIGIN not available, explain. If the documents are voluminous, attach a summar</li> </ol>	s, such as promissory notes, purchase t judgments, mortgages, security IAL DOCUMENTS. If the documents are ry.	THIS SPACE IS FOR COURT USE ONLY
10. Date-Stamped Copy: To receive an acknowledgment of the filing	g of your claim, enclose a stamped, self-	1
Date Sign and print the name and title, if any, of the cruthis claim (attach copy) of power of attorney, if ar	reditor or other person authorized to file ny):  Pann   Kardina	]

FORM B10 (Official Form 10) (04/04)

# Instructions for Proof of Claim Form

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

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### **Unsecured Claim**

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

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Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

# Items to be completed in Proof of Claim form (if not already filled in)

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Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

### Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

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#### 2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

#### 3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

## 4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

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Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

#### 6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount not entitled to priority.

#### 7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

#### 8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

#### 9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

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CONTINUE PAGE

## **PURCHASE ORDER TERMS AND CONDITIONS**

ACCEPTANCE

Accept

modification. Any additions to, changes in, modifications of, or revisions of this Context (building have deserted forms and Conditions) which disker proposes will be determed to be rejected by Buyer accept to the extent first Buyer expressly agrees to accept any such proposals in writing.

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nol constitute acceptance by Buyer, Smit or impair Buyer's right to exercise any rights or remedics, or raiseve Saler of responsibility for the non-conforming goods.

8. FORCE MAJEURE
(I State is unable to produce, sell or deliver any goods or services covered by this Contract, or Styre is unable to accept deliver, buy or use any goods or services of the self-contract, as a result of an event or occurrence beyond first reservable control of the affected party and without such party is fault or negligation, then covered by this Contract, as a result of an event or occurrence beyond first reservable control of the affected party and the produce of the self-control of the delivery both control or services are yielded or station of the delivery both control or the self-control or or the self-

happy of goods in Buyer for al least Rhity (30) days after such disruption commences.

7. WARRANTY

7. WARRANTY

7. Underson. Seller wurrants and guarantees to Buyer, its successore, assigns and customers that the goods and savvioes covered by this content will (a) conformation to all applicable specifications, desvings, semples, descriptions, brochures and manuals familiarly Soller or Buyer. (b) will be menchantable, (c) of good material to all applicables specifications, desvings, semples, descriptions, brochures and manuals familiarly by Buyer and any cestomer of Buyer, if requested by Buyer, and workmantable, (c) of good material to all applicables per personal pers

s. INSOLVENCY OF SELLER.

Single may immediately terminate this Contract without sability to feater in any of the following or any similar events: (a) insolvency or financial difficulties of Sales, (b) lings of a voluntary patition in backmipley against 8 else; (d) appointment of a receiver for natise for 8 lings of a voluntary patition in backmipley against 8 else; (d) appointment of a receiver for natise for 8 lings of a voluntary patition in backmipley against 8 else; (d) appointment of a receiver for natise for 8 lings of a voluntary patition in backmipley against 8 else; (d) appointment of a receiver for natise for 8 lings of a voluntary patition in backmipley against 8 else; (d) appointment of a receiver for natise for 6 lings of a voluntary patition of a lings of a voluntary patition of a voluntary patit

had are necessary for Sales to meet its obligations under this Contract. Sales will stimbure silvey for all costs buyer known in consuscious will will which are not this Contract. It is immediate, including, but not firsted to, all atternay of other professional feat.

10. TERMINATION FOR REEACH.

(In your previous all or entype of other completed of several part of this contract, without liability to Sales at any time after according 18 select (a) specialises, breaches, or theatens to be read the services or deliver goods in accordance with this Contract, or the terms of this Contract, including Sales's warrantee, (b) fails to perform a revenices or deliver goods in accordance with this Contract, or the terms of this Contract, including Sales's warrantee, (b) fails to perform a revenices or deliver goods in secondance with this Contract, or the terms of this Contract, including Sales's warrantee, (b) fails to perform a revenices or deliver goods in secondance with this Contract, Suryer ray immediately terms of the contract of the Contract, and the contract performs a service or deliver goods in the services of the contract performs and the contract performs a service or deliver goods and the contract performs a service or deliver goods and the contract performs are serviced as an experiment of the contract performs and for the goods in the performs are reasonable to the goods in the service of the contract performs a service or deliver goods on the service of the contract performs and accultant recovery from these contracts of the contract performs and accultant recovery from these contracts of the contract performs and accultant recovery from these contracts of the contract performs and accultant recovery from these contracts and termination, with the (a) the contract period goods or resolutions and termination, with the (a) the contract period goods or resolutions and termination, with the (a) the contract period good or resolutions to the contract period of the contract period good or resolution or approxim

auppliare with respect to any technical information that Salier shall have disclosed or may have after disclose in connection with the goods or services covered by this Contract.

13. Repair and Frabulat. Salier subvisions theyer, the affiliates, apeats and subcombactors, and thuyar's customers and their subcontractors to repair, recombined for readed their goods and products delentative their contract which the goods and products delentative their contract which the goods and products delentative their contract their contract their products of their contract their contract their products of their contract their c

13.3. Product Liability. Before will defend, hold harmises, and indemnify Buyer from and against any liability and expense (notucing, without lumination, automay and other professional fees and diabursaments) satising from or in connection with any titid party claims or demands to recover for personal injury or seath, properly damage or accordance on a case and a product or a service supplied by delive (regardless of less results from the regardless) and the control of the control of the regardless accepted by delive (regardless of less results from Buyer's aspecifications as to design or materials or from intention or improper repair, maintenance or installation by any party closer facults from Buyer's aspecifications are to design or materials or from intention or improper repair, maintenance or installation by any party closer than salies.

4. COMPLIANCE WITH LAWS
Bealer, and any goods or services supplied by Seller, and comply with a algoritation intention, exportation, reportation, exportation, intention of the countrylets of ordin and expension or that retains to the manufacture, labeling, tenaporation, importation, exportation, exportation, intention of the countrylets of ordin and expension, or that retains to the manufacture, labeling, tenaporation or proper repair or the countrylets of control or intentions of the countrylets of control ordinary to intend to control ordinary to intend to ordinary to intend the control ordinary to the properties of culture that countrylets are properties or intended to the countrylets of the countrylets

13. INSURANCE

8-life with includes resultance coverage as required by applicable law or reasonably resultance with resultance coverage as required by applicable law or reasonably required by Buyer with carriers reasonably acceptable to Buyer. With respect to may such houseance coverage, Saller will furnish to Buyer either a cardicate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or cardiact option all insurance policies within the (10) days after Buyer request. The cardicate amust provide that giver with reacher being (20) days provide that provide tha

16. BELLER'S EQUIPMENT

Bellet at its expense, with firmsh, keep in pood condition, and replace when necessary all of its machinery and southerners, including related boding. [sps.]

Bellet at its expense, with firmsh, keep in pood condition, and replaced to the production of the production covered by this Contract (Saller's

Bellet, sit is expense, which are particularly than the and extended coverence insurance for its high presentant value. Seller gives they are represented by the Contract layer of the production of the produ

for the cost of all such Baller's Equipment. The option was not apply to an example of the cost of all such as the unbestinated quantity of the goods are being ood by Seder to others. Baller's right to example the option is not conditioned on Baller's breach of Buyer's termination of the Contract.

17. BUYER's PROPERTY

17.1 Ballered of Property. All supples, materials, locally, got, dies, groupes, fastures, motion or the part of the contract of the contract

designates. If éleite does not raisease and deriver any Buyer's Property in accordance with our long largers, and task immediate possession of Buyer's efficient notice and without line posterior, and without length grows, and tasks immediate possession of Buyer's Property.

17.4. Disclaimer of Warrantes. Baker acknowledges and spress that (f) Buyer's long the notice of Buyer's Property nor the manufacturer's sport 17.4. Disclaimer of Warrantes. Baker acknowledges and spress that (f) Buyer's long the larger of Buyer's property in Buyer's Pro

reduction (Fathor, For the instances or any experiment) and other materials evaluable at no additional charge to support Buyer's service architecture.

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19. CHISTORIE

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NO ADVERTISING
 No ADVERTISING
 Adverting to, is any manner, solvertise or publish that Galar has contracted to furtish Buyer the goods or services covered by this Contract or use any identities to a contract or the contract of the c

trademiss of case names to tray to the contract of the contract of the Contract will not affect the right to require such The fallers of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at two place time, nor will the waher by either party of a breach of any provision of this Contract constitute a vertice of any succeeding breach performance at two place time, or will the waher by either party of a breach of any provision of this Contract will not affect the right to require such of the same or any other provision. No course of dealing or course of performance may be used to evidence a waher or instance of Safety's obligations of the same or any other provision.

of the series or any other provision. No course or easing or course or personnance or personnanc

Included the contract without Experts potor writins consent.

RELATIONAPIT OF PARTIES

Baller and Buyer are independent contracting parties. Nothing in this Contract makes wither party the agent or legal spreasantaive of the other party.

2. GOVERNING LAW AND LURISDOTION

3. GOVERNING LAW AND LURISDOTION

4. The Contract is not be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the access of Buyer, exciteding the province or direct Limited to Contract in the contract is accessed and any choice of law the accesses of Buyer, exciteding the province or direct Limited to Contract in the contract is accessed any choice of law the accesses of Buyer, exciteding the province or direct Limited and the Contract in the contr

This Canded, Sopher with the attachments, exhibite, supplements or other terms of buyer specifically referenced in the Contract, constitutes the enter agreement between Better and Buyer with respect to the matters contained in this Contract and super-scale air prior and or written representations and generated. The Contract may only be modified by a written contract arrandominal tessed by the Super-Robbittensform garphing to present the Contract may be modified by a written contract arrandominal tessed by the Super-Robbittensform garphing to contract the prior of the Contract and the Contract will not constitute a welfer or relative set of the Contract of the Co FNTHE AGREEMENT

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DELPHI

. Energy & Chassis Systems

Page 1 of 7

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC DELPHI ENERGY & CHASSIS DIV 5820 DELPHI DR **TROY MI 48098** 

Deliver to:

Please deliver to:

See Delivery Schedule

KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 **ROMEO MI 48065** 

PO Number

550051419

Version

30-Nov-2006 10:00:01

Date Issued 27-Jan-2004

REPRINT OF REQUIREMENT CONTRACT.

Vendor No: 1014321

**DUNS No:** 

878000652

Payment settled on 2nd, 2nd Month

CEPHEN PASS BY SALES HP01 DELPHI E & C

00010

18078047-10

DRUM BRAKE ASM - RR, 295 X 60

UOM Price Unit **Price** Currency Valid To Valid From PC 1,000 150.00 USD 31-Dec-2006 23-Jan-2004 PC 1,000 150.00 usd 31-Dec-2007

01-Jan-2007 This Requirement Contract is for 100% unless otherwise specified.

00020

18078048-10 DRUM BRAKE ASM - RR, 295 X 60 HPO1 DELPHI R & C PASS BY SALES

UOM Price Unit Price Currency Valid To Valid From PC 1,000 150.00 USD 23-Jan-2004 31-Dec-2006 PC 1,000 150.00 USD 31-Dec-2007

01-Jan-2007 This Requirement Contract is for 100% unless otherwise specified. HP01 DELPHI B & C PASS BY SALES

18085135-10 00040

OBS DRUM BRK R4499B 12/05 RB 18087718-10

Purchasing Contact: DeVilbiss, Rick

Phone: 937-455-7824 Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS 2000 FORRER BLVD.

KETTERING OH 45420

Date and Time Printed: 30-Nov-2006 10:00:01

DELPHI

Energy & Chassis Systems.

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KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 **ROMEO MI 48065** 

Reminements Contract

PO Number 550051419

Version 30-Nov-2006 10:00:01 Date Issued 27-Jan-2004

				77 7 TT5A	UOM
Valid From	Valid To	Currency	Price	Price Unit	PC
01-Jun-2004 01-Jan-2007	31-Dec-2006 31-Dec-2007	USD USD	150.00 150.00	1,000	, PC

This Requirement Contract is for 100% unless otherwise specified. HP01 DELPHI E & C PASS BY SALES

18085143-10 00030 OBS DRUM BRK R4499B 12/05 RB 18087716-10

UOM Price Unit Price Currency Valid To Valid From 1,000 150.00 31-Dec-2006 USD 01-Jun-2004 PC 1,000 150.00 USD 31-Dec-2007 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES 18086412-10 00050 OBS DRUM BRK R4561B 12/05 RB 18088012-10

UOM Price Unit Price Currency Valid To Valid From 1,000 150.00 USD 31-Dec-2006 01-Jun-2004 150.00 1,000 31-Dec-2007 USD 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

18087716-10 00080 DRUM BRAKE ASM - RR, 295 X 60 HP01 DELPHI B & C PASS BY SALES

UOM Price Unit Price Valid To Currency Valid From PC 1,000 150.00 TISD 31-Dec-2006 07-Jan-2005 PC 1,000 150.00 31-Dec-2007 USD 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified. HP01 DELPHI E & C PASS BY SALES

18087718-10 00070 DRUM BRAKE ASM - RR, 295 X 60

**UOM** Price Unit Price Currency Valid To Valid From 1,000 PC 150.00 Ų\$D 07-Jan-2005 31-Dec-2006 PC 1,000 150.00 31-Dec-2007 TISD

This Requirement Contract is for 100% unless otherwise specified. 01-Jan-2007

00060 DRUM BRAKE ASM - RR. 295 X 60

HP01 DELPHI E & C PASS BY SALES 18088012-10

2005					UOM
L TT-123 YOUR	Valid To	Currency	Price	Price Unit	
Valid From 07-Jan-2005	31-Dec-2006	USD	150.00	1,000	PC

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27-Jan-2004

KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 ROMEO MI 48065

Date Issued PO Number

550051419 Version

30-Nov-2006 10:00:01

Material Ac-Description Price Unit UOM Price Currency Valid To Valid From PC 1.000 150.00 USD 31-Dec-2007

01-Jan-2007 This Requirement Contract is for 100% unless otherwise specified.

00090 18088014-10

HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

UOM Price Unit Price Valld To Currency Valid From 1,000 PC 150.00 usn 07-Jan-2005 31-Dec-2006 PC 1,000 150.00 31-Dec-2007 USD 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified. HP01 DELPHI E & C PASS BY SALES

18089920-10 00100 DRUM BRAKE ASM - RR, 295 X 60

> **UOM** Price Unit Price Currency Valid To Valid From 1,000 PĈ 150.00 10-Sep-2006 31-Dec-2006 USD 01-Aug-2005 PC PC 1,000 157.00 USD 11-Sep-2006 01-Jan-2007 1,000 157.00 usd 31-Dec-2007

This Requirement Contract is for 100% unless otherwise specified.

18089922-10 00110

HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

ÜÖM Price Unit Price Currency Valid From Valid To PC 150.00 1,000 10~Sep-2006 USD 01-Aug-2005 PC 1,000 USD 157.00 11-Sep-2006 31-Dec-2006 1,000 PĈ 157.00 USD 31-Dec-2007 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified. HP01 DELPHI E & C PASS BY SALES

18090032-10 00120 DRUM BRAKE ASM - RR, 295 X 60

> **UOM** Price Unit Price Currency Valid From Valid To PC 1,000 150.00 USD 10-Sep-2006 01-Aug-2005 PC 1,000 157.00 USD 31-Dec-2006 11-Sep-2006 1,000 PĈ 157.00 TISD 31-Dec-2007 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI R & C PASS BY SALES 18093662-10 00180

DRUM BRAKE ASM - RR, 295 X 60

PAGE 04/07 Main Document

DELPHI

\_Energy & Chassis Systems

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KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 **ROMEO MT 48065** 

Date Issued PO Number

550051419

27-Jan-2004

Version

30-Nov-2006 10:00:01

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THIS AMENDMENT CHANGES PRICE\*\*\* Price Unit UOM Price Currency Valid To Valid From 1,000 PC 150.00 USD 10-Sep-2006 08-Jun-2006 1,000 PC 157.00 ŲŞD 31-Dec-2006 11-Sep-2006 PC 1,000 157.00 USD 31-Dec-2007 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

00170 18093833-10 HPO1 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

			Th	Price Unit	UOM
Valid From	Valid To	Currency	Price		PC
08-Jun-2006	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	ŲŞD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	EG

This Requirement Contract is for 100% unless otherwise specified.

As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller akmowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the replaced by this purchase orders agreements which to the payment of cure with respect to any such prior purchase orders or other agreements between the Buyer and Seller with respect to any such prior purchase orders or other agreements shall be superseded and the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall remain in full force and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

This Contract replaces previous contract # -.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or rousing instructions please contact Merilo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

PAGE 05/07 11/3**05-494**48**14+6**6 D**36-93**20 00 Filed 03/14/07 Entered 03/19/07 15:36:59 Main Document Pa 23 of 29

DELPHI

Energy & Chassis Systems

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KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 ROMEO MI 48065

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PO Number 550051419 Version

30-Nov-2006 10:00:01

Date Issued 27-Jan-2004

A PARTICULAR STREET TO SERVICE AND A SERVICE \*\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to unbugat encounter transmission in the matter of the condition of the condi

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website; www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing to the goods and/or services to be provided by Seller pursuant to this by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller accepts this Contract in writing or commences any understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements to, changes in, modifications of, or revisions of this Contract Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by (including Buyer's General Terms and Conditions and and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Consignee agrees to maintain perpetual inventory records and retain records for at least 2 years.

Consigner agrees to submit and reconcile an up-to-date as of the end of the month inventory status (on Delphi Energy and Chassis Form 409F1) monthly to the designated Delphi Chassis PC&L contact by the third working day of each month for prior month.

Consignee agrees to segregate Delphi Energy and Chassis' material and provide adequate protection for Delphi Energy Chassis' inventory.

Consignee agrees to accept responsibility for inventory losses.

DELPHI

Energy & Chassis Systems

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KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 **ROMEO MI 48065** 

PO Number 550051419

Pg 24 of 29

Version 30-Nov-2006 10:00:01 Date Issued 27-Jan-2004

TELEPASSASION

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Consignor agrees to accept responsibility for scrap incurred by the Consigner.

Consignee agrees to allow Delphi Energy and Chassis PC&L and Finance Representatives the right to audit inventories as requested.

Consignee agrees to receive any materials from other suppliers used in the consignment situation. Consignee agrees to complete a receiving report-off site form 409F2. Upon receipt of material from another Delphi Energy and Chassis Supplier, the Consignee must audit all receipts for correct part numbers and quantity. In addition, the Consignee must weigh or physically count minimum of one receipt per Vendor/Consignor per month. Any quantity discrepancies must be reported on the receiving report-off site form 409F2 and the PC&L contact should be notified immediately. After completing the receiving report-off site form 409F2 to the PC&L contact the same day. The consignee must attach all freight bilts and bilts of lading to the original copy of the receiving report-off site form 409F2 and mail to the PC&L contact in the applicable plant based on PC&L requirements. The Consignee will maintain a copy of the receiving report-off site form 409F2 for 2 years. maintain a copy of the packing slip and receiving report-off site form 409F2 for 2 years.

Consignce agrees to provide a once/year certified (Noturized) inventory letter for the Delphi Energy and Chassis Physical Inventory, Type "A" Consignce inventory must be observed by Delphi Energy and Chassis personnel. Date for both inventory options to be determined by plant PC&L and communicated by Finance.

Consignee agrees to provide a completed 409F1 Form as the inventory date of the respective Delphi Energy and Chassis plant communicated in Note I, Section

10. Tools provided by Delphi for performance of an operation by Consignee remain the property of Delphi Chassis unless otherwise noted.

11. Consignee agrees to ship material directly to Delphi Energy and Chassis' Customers if the physical flow warrants. (See Plant WI on shipping).

13. Processor/Subcontractor returns all scrap material generated by the process to Delphi Energy and Chassis as part number originally received on Form 409F4 12. Additional torms and conditions subject to negotiations.

"Material Returned as Scrap from Ourside Locations" unless otherwise instructed by plant PC&L contact
14. For non-conforming material from Delphi Energy and Chassis, the processor/subcontractor will Chassis, the processor/subcontractor will contact the PC&L coordinator and the material should be returned to Delphi Energy and Chassis on a shipper stating the reason for return unless directed otherwise by the PC&L contact.

06/14/04 - Alteration to add Material No. 18085143-10 (Item 30) and 18085135-10 (Item 40). meb

06/30/04 - Alteration to add Material 18086412-10 (Item 50). drop

10/18/04 - Alteration to extend Requirements Contract. cap

01/19/05 - Alteration to add Material Nos. 18088012-10 (Item 60), 18087718-10 (Item 70), 18087716-10 (Item 80) and 18088014-10 (Item 90).

08/05/05 - Alteration to extend REQUIREMENTS CONTRACT and add Material 18089920-10 (Item 100), 18089922-10 (Item 110), and 18090032-10 (Item 120), dmp

06/09/06 - Alteration to add Material 18093663 (Item 130) and 18093834 (Item 140). dmp

06/14/06 - Alteration to delete Material 18093665 (Item 130) and 18093834 (Item 140) and add Material 18093833 (Item 150) and 18093662 (Item 160). dmp

06/28/06 - Alteration to change validity on Material 18093662 (Item 160) and 18093833 (Item 150). dmp

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\_ Energy & Chassis Systems

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KORTEN QUALITY SYSTEMS, LTD P.O. Box 454 ROMEO MI 48065

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PO Number 550051419

Version

30-Nov-2006 10:00:01

Date Issued 27-Jan-2004

icin Ata & Varenal No.

06/29/06 - Alteration to delete Material 18093662 (Item 160) and 18093833 (Item 150) and add Material 18093833-10 (Item 170) and 18093662-10 (Item 180).

09/28/06 - Alteration to change price on Material Nos. 18089920-10 (Item 100), 18089922-10 (Item 110), and 18090032-10 (Item 120). jtw

10/14/06 - Alteration to change price on Material No. 18093833-10 (time 170). mt

11/16/06 - Alteration to change price on Material No. 18093833-10 (Item 170). jtw

11/27/06 - Alteration to change price on Material No. 18093833-10 (Item 170). mt

11/29/06 - Alteration to change price on Material No 18093662-10

(ftern 180). mt

\_Energy & Chassis Systems

Page 1 of 4

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC **DELPHI ENERGY & CHASSIS DIV** 5820 DELPHI DR TROY MI 48098

Requirements Contract

22-Sep-2006 07:21:28

PO Number 550053028 Version

Date Issued

04-Mar-2004

Deliver to:

Please deliver to:

See Delivery Schedule

Vendor No: 1014321 DUNS No: 878000652

Payment Terms: ZMN2

USD Currency:

Payment settled on 2nd, 2nd Month

Plant

Incoterms: FOB-Freight Collect

KORTEN QUALITY SYSTEMS LTD

P.O. Box 454

**ROMEO MI 48065** 

Material No. Item No.

Description | 18085238

DRUM - BRAKE, 295 DIA X 60

HU01 DELPHI E & C SALTILLO

**UOM Price Unit** Price Currency Valid To\_ Valid From 1,000 PC 150.00 USD 31-Dec-2006 17-Jun-2004 PC 1,000 150.00 USD 31-Dec-2007 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

18089231 00030 DRUM - BRAKE, 295 DIA X 60 HU01 DELPHI E & C SALTILLO

**UOM Price Unit Price** Currency Valid From Valid To PC 1,000 150,00 31-Dec-2006 USD 20-Jul-2005 PC 1,000 150.00 31-Dec-2007 USD 01-Jan-2007

This Requirement Contract is for 100% unless otherwise specified.

Notes:

00020

Purchasing Contact: DeVilbiss, Rick

Phone: 937-455-7824 Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS

2000 FORRER BLVD, KETTERING OH 45420

Date and Time Printed: 22-Sep-2006 07:21:28

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KORTEN QUALITY SYSTEMS LTD P.O. Box 454 **ROMEO MI 48065** 

**Requirements Contract** 

PO Number 550053028 Version 22-Sep-2006 07:21:28

Date Issued 04-Mar-2004

Energy & Chassis Systems

Material No. Item No. Description

Notes Continued:

Plant

As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accounted by Seller over if each prior purchase orders used as identical purchase orders. by the Buyer is unitzed for administrative convenience only and this purchase order snall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

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This Contract replaces previous contract # ---.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

\*\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this Deliber acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to changes in modifications of or revisions of this Contract Delphi Customer Specific Requirements in their entirety without modification. Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract

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KORTEN QUALITY SYSTEMS LTD P.O. Box 454 **ROMEO MI 48065** 

Requirements Contract

PO Number 550053028 Version

Date Issued 04-Mar-2004

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Material No. Item No. Description

Plant

(including Buyer's General Terms and Conditions and and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Consignee agrees to maintain perpetual inventory records and retain records for at least 2 years.

Consignee agrees to submit and reconcile an up-to-date as of the end of the month inventory status (on Delphi Energy and Chassis Form 409F1) monthly to the designated Delphi Chassis PC&L contact by the third working day of each month for prior month.

Consignee agrees to segregate Delphi Energy and Chassis' material and provide adequate protection for Delphi Energy Chassis' inventory.

Consignee agrees to accept responsibility for inventory losses.

Consignee agrees to accept responsibility for scrap incurred by the Consignee.

Consignee agrees to allow Delphi Energy and Chassis PC&L and Finance Representatives the right to audit inventories as requested.

Consignee agrees to receive any materials from other suppliers used in the consignment situation. Consignee agrees to complete a receiving report-off site form 409F2. Upon receipt of material from another Delphi Energy and Chassis Supplier, the Consignee must audit all receipts for correct part numbers and quantity. In addition, the Consignee must weigh or physically count minimum of one receipt per Vendor/Consignor per month. Any quantity discrepancies must be reported on the receiving report-off site form 409F2 and the PC&L contact should be notified immediately. After completing the receiving report-off site form 409F2, the Consignee will fax a copy of form 409F2 to the PC&L contact the same day. The consignee must attach all freight bills and bills of lading to the original copy of the receiving report-off site form 409F2 and mail to the PC&L contact in the applicable plant based on PC&L requirements. The Consignee will maintain a copy of the packing slip and receiving report-off site form 409F2 for 2 years.

Consignee agrees to provide a once/year certified (Notarized) inventory letter for the Delphi Energy and Chassis Physical Inventory. Type "A" Consignee inventory must be observed by Delphi Energy and Chassis personnel. Date for both inventory options to be determined by plant PC&L and communicated by

Consignee agrees to provide a completed 409F1 Form as the inventory date of the respective Delphi Energy and Chassis plant communicated in Note 1, Section

10. Tools provided by Delphi for performance of an operation by Consignee remain the property of Delphi Chassis unless otherwise noted.

11. Consignee agrees to ship material directly to Delphi Energy and Chassis' Customers if the physical flow warrants. (See Plant WI on shipping).

13. Processor/Subcontractor returns all scrap material generated by the process to Delphi Energy and Chassis as part number originally received on Form 409F4

"Material Returned as Scrap from Outside Locations" unless otherwise instructed by plant PC&L contact 14. For non-conforming material from Delphi Energy and

Chassis, the processor/subcontractor will contact the PC&L coordinator and the material should be returned to Delphi Energy and Chassis on a shipper stating the reason for return unless directed otherwise by the PC&L contact.

06/17/04 - Alteration to delete Material 18078046 (Item 10) and add Material 18085238 (Item 20). dmp

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KORTEN QUALITY SYSTEMS LTD P.O. Box 454 ROMEO MI 48065

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Item No. Material No. Description

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Notes Continued:

10/18/04 - Alteration to extend Requirements Contract on Material 18085238 (Item 20). cap

07/26/05 - Alteration to add Material 18089231 (Item 30). dmp

09/30/05 - Alteration to extend Material Nos. 18085238 (Item 20) and 18089231 (Item 30). jtw

08/17/06 - Alteration to extend materials 18085238 (item 20) and 18089231 (item 30). Imw